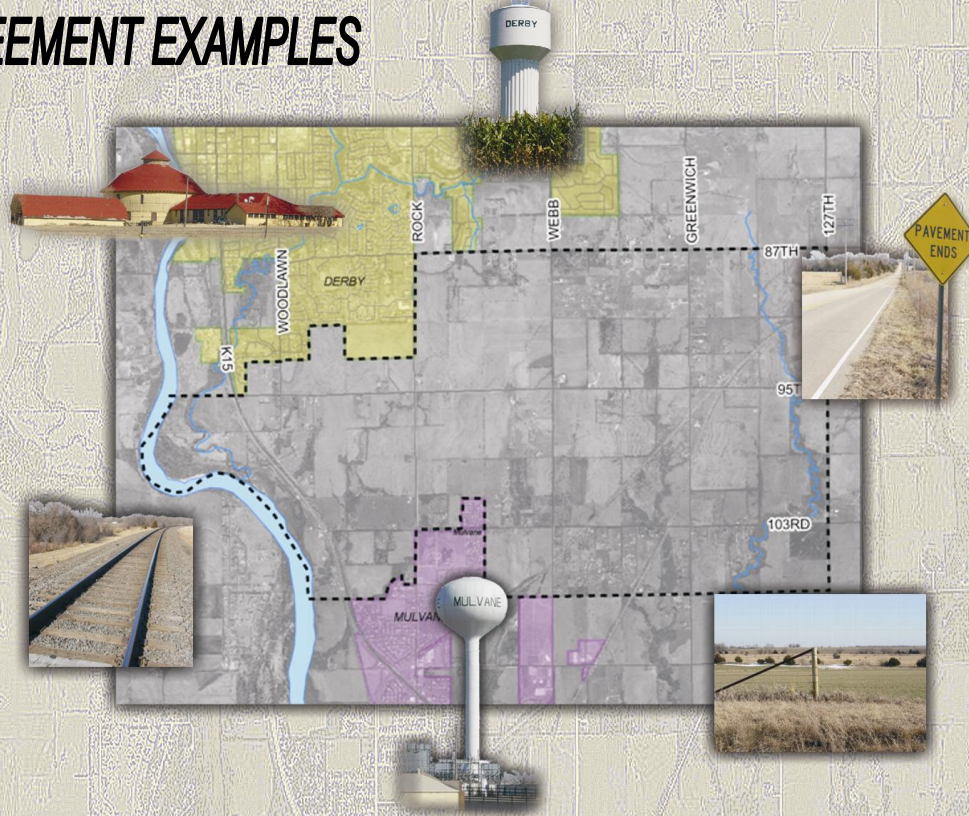


DERBY-MULVANE JOINT AREA PLAN

APPENDIX D: KANSAS LOCAL GOVERNMENT AGREEMENT EXAMPLES

2010-2030



June 2010



Description

This appendix contains examples of written agreements between local governments in Kansas. These are provided as a resource for review as an example for Derby and Mulvane when considering the development of a written agreement of future municipal boundaries for endorsement by their city councils.

**AGREEMENT BETWEEN THE CITIES OF
OLATHE AND SPRING HILL, KANSAS
RELATING TO FUTURE ANNEXATIONS**

THIS AGREEMENT is made and entered into this 21ST day of August, 2003, by and between the CITY OF OLATHE, KANSAS (hereinafter "Olathe") and the CITY OF SPRING HILL, KANSAS (hereinafter "Spring Hill"), each party have been organized and now existing under the laws of the State of Kansas.

WHEREAS, certain lands in the vicinity of the Olathe Township and Spring Hill Township boundaries are projected for future urbanization by comprehensive plans of the parties hereto; and

WHEREAS, such lands are adjacent and proximate to the boundaries of the parties and it is expected that pressure will be exerted on the parties to expand their borders so as to accommodate this growth in a sound, rational manner; and

WHEREAS, it is the intent of the parties to cooperate so as to avoid disputes concerning future annexations and zoning of such lands; and

WHEREAS, public policy in general and K.S.A. 12-2901, *et seq.*, and amendments thereto, entitled the "Interlocal Cooperation Act" in particular, authorize and encourage cities to cooperate to address and resolve issues of mutual concern, including regional problems; and

WHEREAS, the parties mutually desire to avoid annexation and zoning disputes between the parties which may result in illogical or premature annexations or unwanted development which would not be in the best interests of the parties hereto; and

WHEREAS, the parties mutually desire to avoid a duplication of planning efforts, capital improvements programming and provision of extraterritorial services, and desire instead to coordinate in such efforts; and

WHEREAS, the parties desire to engage in joint planning with respect to land use, development and provision of services; and

WHEREAS, property owners in this area should have a definite and certain indication of future city plans for annexation, provision of services, and comprehensive development plans; and

WHEREAS, the County has encouraged the parties to resolve annexation issues by establishing, for each city, areas having a community of interest with each city; and

WHEREAS, failure to address these issues may result in irregular and illogical boundary lines which inhibit sound land use planning, as well as the provision of services, the implementation of plans, and the scheduling and provision of public improvements necessary to support anticipated growth and development; and

WHEREAS, the governing bodies of said cities have established a logical demarcation line for future annexation which balances the needs and resources of the cities as well as those of the landowners in the area so as to increase coordination in comprehensive planning and capital improvements programming; and

WHEREAS, the governing bodies of said cities have deemed it necessary and advisable to enter into this Agreement to establish their future boundaries; and

WHEREAS, the Governing Body of the City of Olathe, Kansas, did approve and authorize its Mayor to execute this Agreement by official vote of said body on the ____ day of _____, 2003; and

WHEREAS, the Governing Body of the City of Spring Hill, Kansas, did approve and authorize its Mayor to execute this Agreement by official vote of said body on the 21st day of August, 2003.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties agree as follows:

1. Duration of Agreement: This Agreement shall be and remain in effect until terminated. Termination shall occur only upon mutual consent of the parties as evidenced by a resolution adopted by official vote of each governing body.
2. No Legal Entity Created: This Agreement creates no separate or independent legal entity.
3. Administration of Agreement: This Agreement shall be administered by the Governing Body of the City of Olathe, Kansas, acting by and through its City Manager, by the Governing Body of the City of Spring Hill, Kansas, acting by and through its City Administrator, which officials are hereby designated to administer said Agreement and empowered to do all things reasonably necessary to enforce its terms.
4. No Separate Budget or Jointly Held Property: There will be no separate budget established or maintained pursuant to this Agreement; and, the cost, if any, of financing this Agreement shall be borne by the parties through their normal budgeting processes. No property, real or personal, shall be jointly acquired or held by the parties.
5. Purpose of the Agreement: The purpose of this Agreement is to designate and delineate a boundary for future annexations of the parties in order to avoid annexation disputes and to further and encourage planning, construction of public

improvements, and the provision of municipal services to landowners in the areas affected hereby.

6. Delineation of Future Annexation Areas:

- (a) The boundary line between the two cities is described as follows:

Beginning at the NW corner of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 33 Township 14 S Range 23 E, thence East along the North line of said S $\frac{1}{2}$ to the NE corner thereof, said point is also the NW corner of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 34 Township 14 S Range 23 E, thence East along the North line of said S $\frac{1}{2}$ and continuing along the North line of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 35 Township 14 S Range 23 E to the NE corner of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of said Section 35, said point is also the NW corner of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 36 Township 14 S Range 23 E, thence East along the North line of said S $\frac{1}{2}$ to the NE corner thereof, thence South along the East line of said S $\frac{1}{2}$ and continuing along the East line of the SW $\frac{1}{4}$ of said Section 36 and the East line of the NW $\frac{1}{4}$ of Section 1 Township 15 S Range 23 E to the SE corner of the NW $\frac{1}{4}$ of said Section 1, said point is also the SE corner of the NE $\frac{1}{4}$ of said Section 1; thence East along the South line of said NE $\frac{1}{4}$ to the SE corner thereof, said point is also the NW corner of the S $\frac{1}{2}$ of Section 6 Township 15 S Range 24 E, thence East along the North line of said S $\frac{1}{2}$ and continuing along the North line of the S $\frac{1}{2}$ of Section 5 Township 15 S Range 24 E and Section 4 Township 15 S Range 24 E to the NE corner of the S $\frac{1}{2}$ of said Section 4, said point being the point of termination.

- (b) The parties mutually agree that Olathe shall not initiate annexation proceedings or accept annexation petitions under K.S.A. 12-520 or 12-521, or any successor annexation statutes, with respect to lands located south of the solid dark line (labeled Spring Hill on the legend) as shown on the Map attached hereto and incorporated herein by reference as Exhibit A;

- (c) The parties mutually agree that Spring Hill shall not initiate annexation proceedings or accept annexation petitions under K.S.A. 12-520 or 12-521, or any successor annexation statutes, with respect to lands located north of the solid dark line on the Map attached hereto and incorporated herein by reference as Exhibit A.

7. Mutual Comprehensive Planning: The parties agree to meet periodically to discuss comprehensive planning and provision of municipal services along the annexation of borders established in Exhibit A. Such meetings may be either informally between the professional planning staffs or formally between the Planning Commissions and/or Governing Bodies.

Either party shall notify the other parties whenever a zoning request is received within one quarter (1/4) of a mile from the annexation borders established in Exhibit A. The parties so notified shall be given an opportunity to comment upon the proposed zoning application prior to, or at, the required Planning Commission public hearing. Such comments shall be considered in rendering the zoning decision.

8. Irrevocable and Binding Nature of Agreement: This Agreement shall be binding on the parties hereto as continuing political and jurisdictional bodies organized under and authorized by the State of Kansas to enter such Agreement.

9. Rights of Third Parties: The parties specifically agree that it is not the intent of this Agreement to institute annexation proceedings nor to affect the rights of third parties in that regard, the intent of the Agreement being merely to establish, by agreement, the prior jurisdiction of the respective parties to proceed with and accomplish future annexations in the designated areas.

IN WITNESS WHEREOF, four (4) copies of the above and foregoing Agreement have been executed by each of the parties on the day and year first above written.

CITY OF OLATHE, KANSAS

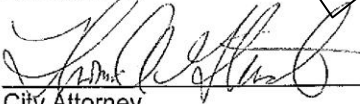
By 
Mayor

ATTEST:


City Clerk

(SEAL)

APPROVED:


City Attorney



CITY OF SPRING HILL, KANSAS

By: [Signature]

Mayor

ATTEST:

Beverly A. Hayden
City Clerk

(SEAL)

APPROVED:

[Signature]
City Attorney

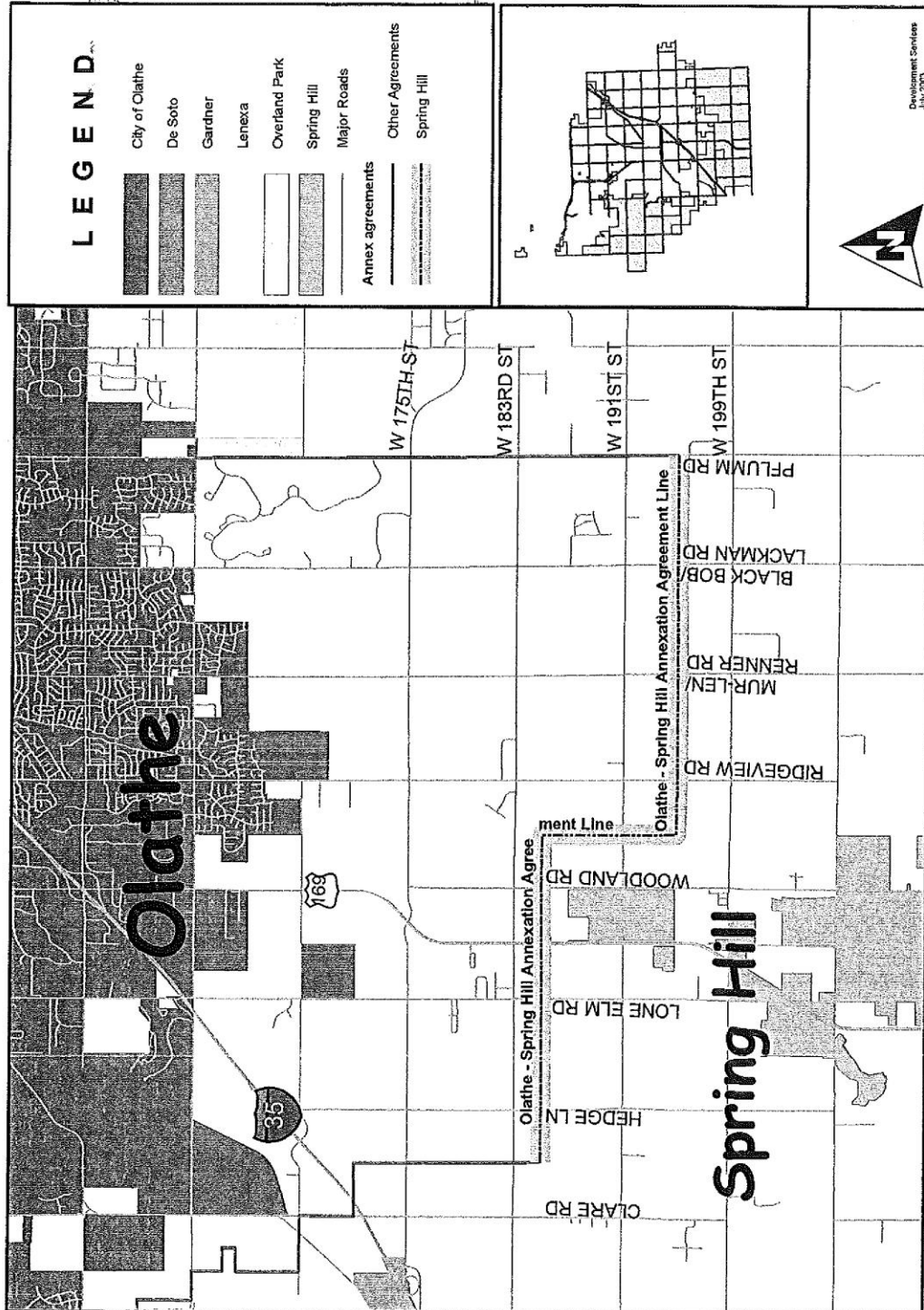
APPROVED BY THE ATTORNEY GENERAL:

By: _____

Date: _____

EXHIBIT A

Annexation Agreement Boundaries



AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of September, 1994, by and between the City of Valley Center, hereinafter referred to as the Party of the First Part, and the City of Park City, hereinafter referred to as Party of the Second Part:

WITNESSETH: That

WHEREAS, the City of Valley Center and the City of Park City are both second class cities, located within the boundaries of Sedgwick County, Kansas; and

WHEREAS, the two cities of Valley Center and Park City recognize the need and benefit to establishing an annexation boundary between the two cities consistent with their ability to provide municipal water and sewer service to areas within said annexation boundary.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. That a logical and agreeable annexation boundary would be:

Beginning at the center of the intersection of 53rd Street North and the Little Arkansas River, said boundary shall proceed in a northerly direction along the centerline of the Little Arkansas to the centerline of an extended 61st Street North, thence east to the centerline of Seneca Street, thence north to the centerline of 69th Street North, thence east to the half mile line, thence north to the centerline of 77th Street North, thence east to the centerline of North Broadway, thence north to one half mile north of the centerline of 85th Street North.

EXCEPTION: Should the City of Wichita pursue annexation between the two cities or should the consolidation of the governments of Sedgwick County and Wichita become an eminent reality, the City of Park City retains the privilege to aggressively pursue annexation of the triangular shaped property described as lying south of 69th Street North, between Interurban and Seneca Street, if the City of Valley Center is not in a strategical position to do so. Therefore securing a geographical connection between the corporate boundaries of the City of Valley Center and the City of Park City.

2. This agreement shall be mutually respected and honored by both parties for a period of five (5) years at which time its value and effect may be reviewed.

IN WITNESS WHEREOF, The parties hereto have set their hands and affixed their official seals the day and year first written above.

(seal)

PARTY OF THE FIRST PART:
CITY OF VALLEY CENTER, KANSAS

BY: Robert W. Robinson
Robert W. Robinson, Mayor

ATTEST: Lynn E. Ireland
Lynn E. Ireland, City Clerk

(seal)

PARTY OF THE SECOND PART:
CITY OF PARK CITY, KANSAS

BY: Jerry L. Bressler
Jerry L. Bressler, Mayor

ATTEST: Carol A. Jones
Carol A. Jones, City Clerk

Example

ANNEXATION BOUNDARY AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of May, 2000, by and between the City of Valley Center, hereinafter referred to as the Party of the First Part, and the City of Park City, hereinafter referred to as the Party of the Second Part:

WITNESSETH: That

WHEREAS, the City of Valley Center and the City of Park City are both second class cities, located within the boundaries of Sedgwick County, Kansas; and

WHEREAS, the two cities of Valley Center and Park City recognize the need and benefit to establishing an annexation boundary between the two cities consistent with their ability to provide municipal water and sewer service to areas within said annexation boundary.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. That a logical and agreeable annexation boundary would be:

Beginning at a point located 516.8 feet east of the southwest corner of Section 8, Township 26, Range 1 East of the 6th P.M. Sedgwick County, Kansas; thence north to a point located 1078.08 feet south and 516.8 feet east of the northwest corner of said Section 8; thence east to the west right-of-way line of the Wichita-Valley Center Flood Control; thence northwesterly along said right-of-way line to a point 40 feet south of the north line of said Section 8 (south right-of-way line of 69th Street North); thence east to a point located 40 feet south of the southeast corner of the Southwest Quarter of Section 5, Township 26 South, Range 1 East of the 6th P.M. Sedgwick County, Kansas; thence north along the center of Section 5 to a point located 30 feet south of the north line of said Section 5 (south right-of-way line of 77th Street North); thence east parallel to the north line of said Section 5 to the west right-of-way line of Broadway Avenue; thence north along said west right-of-way line to the south right-of-way line of 85th Street North; thence east parallel to the north line of Section 32, Township 25 South, Range 1 East of the 6th P.M. Sedgwick County, Kansas to the east right-of-way of Broadway Avenue being the existing City Limits of the City of Park City; thence north along the east right-of-way line of Broadway Avenue to the south line of 93rd Street North; thence east along said right-of-way to the west line of Interstate 135; thence north along said interstate right-of-way to the County line..

2. This agreement shall be mutually respected and honored by both parties for a period of five (5) years from the date of signing at which time its value and effect may be reviewed.
3. Both parties agree that when both cities are adjacent to a common public roadway that the city having jurisdiction of the roadway would not prevent the city not having jurisdiction the ability to service lands within its corporate limits adjacent to the roadway.

PARTY OF THE FIRST PART:
CITY OF VALLEY CENTER, KANSAS

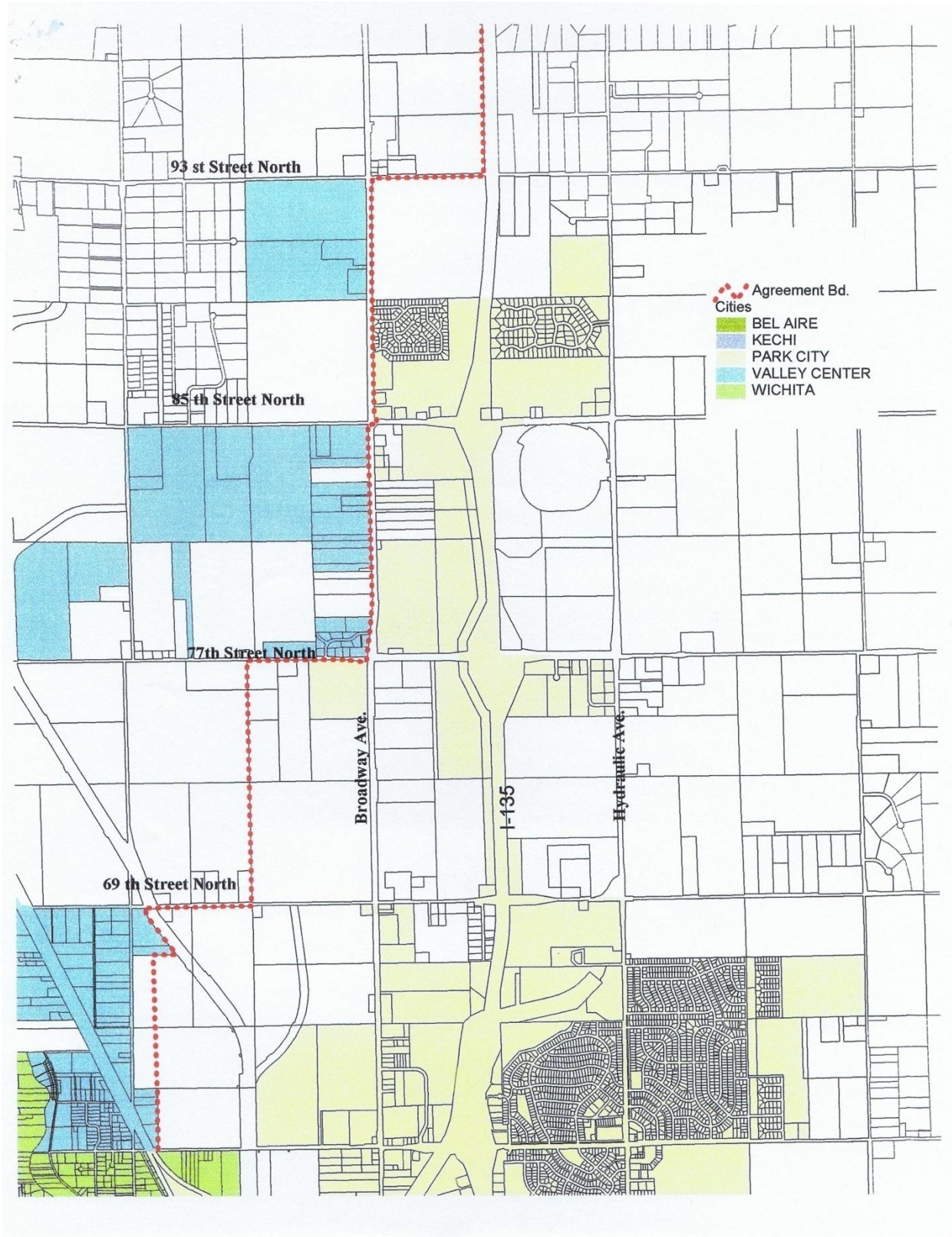
BY: James Truman
James Truman, Mayor

ATTEST: Lynn E. Ireland
Lynn E. Ireland, City Clerk

PARTY OF THE SECOND PART:
CITY OF PARK CITY, KANSAS

BY: Olin Hiebert
Olin Hiebert, Mayor

ATTEST: Ruth Kendall
Ruth Kendall, Asst. City Clerk



AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of JULY, 1994, by and between the City of Valley Center, hereinafter referred to as the Party of the First Part, and the City of Park City, hereinafter referred to as Party of the Second Part:

WITNESSETH: That

WHEREAS, the City of Valley Center and the City of Park City are both second class cities located within the boundaries of Sedgwick County, Kansas; and

WHEREAS, the two cities of Valley Center and Park City recognize the need and benefit to establishing an annexation boundary between the two cities consistent with their ability to provide municipal water and sewer service to areas within said annexation boundary.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. That a logical and agreeable annexation boundary would be:

Beginning at the center of the intersection of 53rd Street North and the Little Arkansas River, said boundary shall proceed in a northerly direction along the centerline of the Little Arkansas River to the centerline of an extended 61st Street North, thence east to the centerline of Seneca Street, thence north to the centerline of 69th Street North, thence east to the half mile line, thence north to the centerline of 77th Street North, thence east to the centerline of North Broadway, thence north to one half mile north of the centerline of 85th Street North.

2. This agreement shall be mutually respected and honored by both parties for a period of five(5) years at which time its value and effect may be reviewed.

IN WITNESS WHEREOF, The parties hereto have set their hands and affixed their official seals the day and year first written above

(seal)

PARTY OF THE FIRST PART:
CITY OF VALLEY CENTER, KANSAS

BY: Robert W. Robinson
Robert W. Robinson, Mayor

ATTEST:

Lynn E. Ireland
Lynn E. Ireland, City Clerk

(seal)

PARTY OF THE SECOND PART:
CITY OF PARK CITY, KANSAS

BY _____
Jerry L. Bressler, Mayor

ATTEST:

Carol A. Jones, City Clerk



City of Park City

6110 N. Hydraulic • Park City, KS 67219-2499 • (316) 744-2026

September 28, 1994

The Honorable Robert Robinson, Mayor
City of Valley Center
116 S. Park
Valley Center, KS 67147

Dear Mayor Robinson:

Please find enclosed a signed annexation boundary agreement between our two cities proposed by Valley Center earlier this year and amended by our planning commission. An exception has been included, this had been discussed and verbally agreed upon previously between representatives of the Valley Center and Park City Planning Commissions and staff. Our relationship with the City of Valley Center is very important to us and it is our goal and desire to maintain a amiable and cohesive relationship.

Your review and consideration is requested and appreciated. Please return one fully executed copy of the agreement to this office for our records. Thank you and please feel free to contact me if you have any questions.

Sincerely,

Greg Miles, P.E.
City Administrator

cc: Bob Finkbiner, City Administrator
Park City Mayor and Council

GAM/bs